

1 Lauren M. Hausman (CA BAR NO. 349514)

2 **COPYCAT LEGAL PLLC**

3 113 N. San Vicente Blvd., Suite 232

4 Beverly Hills, CA 90211

5 T: (877) 437-6228

6 E: lauren@copycatlegal.com

7 Attorney for Plaintiff

8 **ROCKEFELLER PHOTOS, LLC**

9 IN THE UNITED STATES DISTRICT COURT
10 FOR THE CENTRAL DISTRICT OF CALIFORNIA

11 ROCKEFELLER PHOTOS, LLC,

12 Plaintiff,

13 V.

14 CHICAGO LIQUOR, INC. d/b/a THE
15 GREEN OLIVE,

16 Defendant.

Civil Action No. 2:25-cv-06753

COMPLAINT

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18
19
20 Plaintiff Rockefeller Photos, LLC (“Plaintiff”) sues defendant Chicago
21 Liquor, Inc. d/b/a The Green Olive (“Defendant”), and alleges as follows:

22 **THE PARTIES**

23 1. Plaintiff is a limited liability company organized and existing under
24 the laws of the State of Delaware with its principal place of business located in
25

1 Miami-Dade County, Florida.

2 2. Defendant is a corporation organized and existing under the laws of
3 the State of California with its principal place of business located at 1930 N
4 Ventura Road, Oxnard, CA 93036. Defendant's agent for service of process is
5 Bassam Abdulhai, 5601 Quinn Street, Ventura, CA 93003.

7 **JURISDICTION AND VENUE**

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9 3. This Court has subject matter jurisdiction over this action pursuant to
10 28 U.S.C. §§ 1331 and 1338(a).

11 4. This Court has personal jurisdiction over Defendant because it has
12 maintained sufficient minimum contacts with this State such that the exercise of
13 personal jurisdiction over it would not offend traditional notions of fair play and
14 substantial justice.

15
16 5. Venue properly lies in this district pursuant to 28 U.S.C. § 1400(a)
17 because Defendant or its agents reside or may be found in this district. "The Ninth
18 Circuit has interpreted Section 1400(a) to mean that venue is proper in any judicial
19 district in which the defendant would be amenable to personal
20 jurisdiction." Righthaven LLC v. Inform Techs., Inc., No. 2:11-CV-00053-KJD-
21 LRL, 2011 U.S. Dist. LEXIS 119379, at *8 (D. Nev. Oct. 14, 2011) (citing Brayton
22 Purcell LLP v. Recordon & Recordon, 606 F.3d 1124, 1128 (9th Cir. 2010)).
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24

25 **FACTS**

1 **I. Plaintiff's Business and History**

2 6. Plaintiff is a premier provider of photography and videography in the
3 food and beverage industry. By offering access to tens of thousands of
4 photographs/videos, Plaintiff provides businesses with the opportunity to build
5 brand association/recognition through the use of media tailored to their needs.
6

7 7. Prepared Food Photos, Inc. f/k/a Adlife Marketing &
8 Communications Co., Inc. ("Prepared Food Photos") is one of the
9 customers/photography agencies represented by Plaintiff. Through its staff of
10 professional photographers, Prepared Food Photos created and owns
11 approximately 18,000 food-related photographs for use by supermarkets, ad
12 agencies, and other professionals needing access to an extensive library of quality
13 photographs.
14
15

16 **II. The Work at Issue in this Lawsuit**

17 8. A professional photographer employed by Plaintiff's above-named
18 customer created a photograph titled "BeefKabobGrI Mrk002" (the "Work"). A
19 copy of the Work is displayed below:
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9. The Work was registered by the above-named customer with the Register of Copyrights on August 5, 2016 and was assigned Registration No. VA 2-012-581. A true and correct copy of the Certificate of Registration pertaining to the Work is attached hereto as **Exhibit "A."**

10. Plaintiff's above-named customer is the owner of the Work and has remained the owner at all times material hereto.

11. For all times relevant to this action, Plaintiff and its above-named customer were parties to one or more written agreements whereby such above-named customer conveyed to Plaintiff certain exclusive rights in the Work, including but not limited to the exclusive right to reproduce the Work in copies and the exclusive right to distribute copies of the Work to the public by sale and/or licensing. Such written agreement(s) likewise convey the exclusive right to pursue any infringements of the Work, whether such infringements arose prior to execution of the written agreement(s) or thereafter. As such, Plaintiff is entitled to

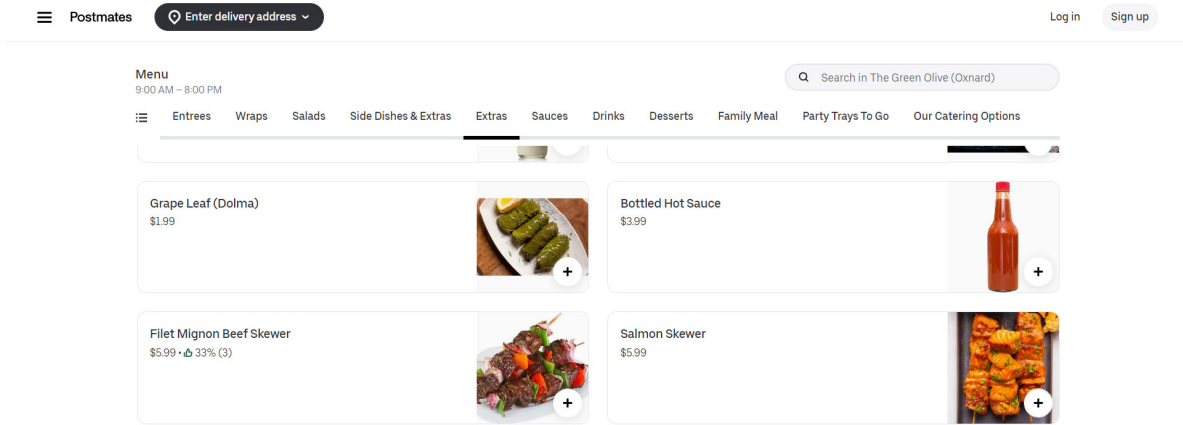
1 institute and maintain this action for copyright infringement. See 17 U.S.C. §
2 501(b).

3 **III. Defendant's Unlawful Activities**

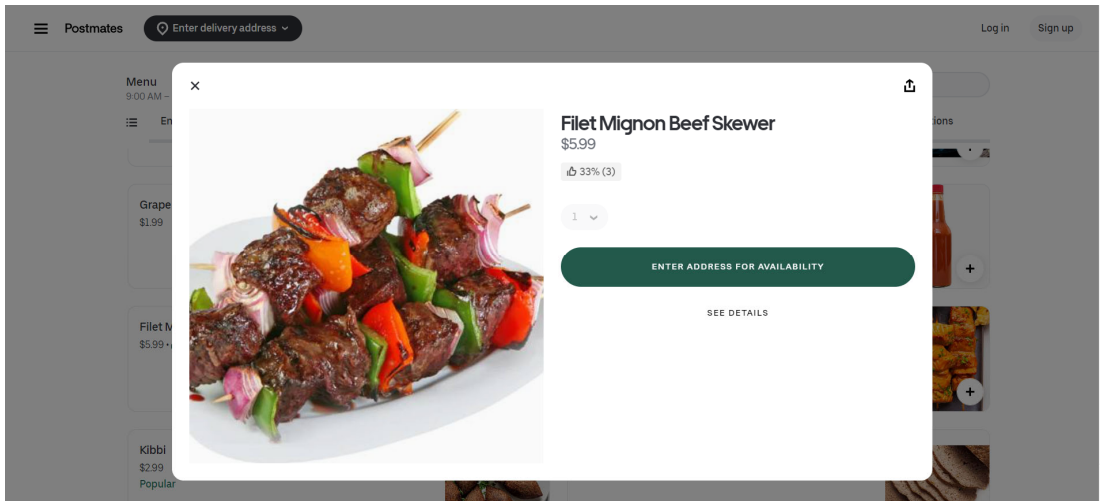
4
5 12. Defendant owns and operates a Mediterranean/Greek food area inside
6 of a liquor store.

7 13. Defendant advertises/markets its business through its website
8 (<https://www.orderthegreenoliveoxnard.com/>), social media (e.g.,
9 <https://www.instagram.com/thegreenoliveoxnard/> and
10 https://www.tiktok.com/@thegreenoliveoxnard?_t=8r6kQo7GgHu&_r=1&fbclid=PAZXh0bgNhZW0CMTEAAac4vYXfesr3gfjaYif1FJXGujsjZ0FFcsu6-iyemyUnR9Y8KajulVuEU1gsxrg_aem_DahXFuVGWgu2s4vi-NDRCQ), and
11 other forms of advertising.
12
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16 14. On a date after the above-referenced copyright registration of the
17 Work, Defendant displayed and/or published the Work on its website, webpage,
18 and/or social media as a means of advertising, promoting, and/or marketing its
19 business (at <https://postmates.com/store/the-green-olive-oxnard/1dkZYumlXT-aQ0op86vZkA>):
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(at <https://postmates.com/store/the-green-olive-oxnard/1dkZYumlXT-aQ0op86vZkA?mod=quickView&modctx=%2527B%2522storeUuid%2522%253A%2522d5d91962-e9a5-5d3f-9a43-4a29f3abd990%2522%252C%2522sectionUuid%2522%253A%252213a64cf4-1d0d-521b-bbbb-927cd67ba71c%2522%252C%2522subsectionUuid%2522%253A%2522c2117a34-5bac-50bd-8c57-142d096263f2%2522%252C%2522itemUuid%2522%253A%252281c38e24-88b6-5cef-8fde-07a54328ca84%2522%252C%2522showSeeDetailsCTA%2522%253Atrue%2527D&ps=1>):



15. A true and correct copy of screenshots of Defendant's website,

1 webpage, and/or social media, displaying the copyrighted Work, is attached hereto
2 as **Exhibit “B.”**

3
4 16. Defendant is not and has never been licensed to use or display the
5 Work. Defendant never contacted Plaintiff to seek permission to use the Work in
6 connection with Defendant’s website, webpage, and/or social media – even though
7 the Work that was copied is clearly professional photography that would put
8 Defendant on notice that the Work was not intended for public use.
9

10 17. Defendant utilized the Work for commercial use.

11 18. Upon information and belief, Defendant located a copy of the Work
12 on the internet and, rather than contact Plaintiff to secure a license, simply copied
13 the Work for its own commercial use.
14

15 19. Through its ongoing diligent efforts to identify unauthorized use of its
16 photographs, Plaintiff and/or its above-named customer discovered Defendant’s
17 unauthorized use/display of the Work in July 2024. Following such discovery,
18 Plaintiff and/or its above-named customer notified Defendant in writing of such
19 unauthorized use.
20

21 20. All conditions precedent to this action have been performed or have
22 been waived.
23

24 **COUNT I – COPYRIGHT INFRINGEMENT**

25 21. Plaintiff re-alleges and incorporates paragraphs 1 through 20 as set

1 forth above.

2 22. Each photograph comprising the Work is an original work of
3 authorship, embodying copyrightable subject matter, that is subject to the full
4 protection of the United States copyright laws (17 U.S.C. § 101 *et seq.*).
5

6 23. Plaintiff's above-named customer owns a valid copyright in each
7 photograph comprising the Work, having registered the Work with the Register of
8 Copyrights.
9

10 24. Plaintiff has standing to bring this lawsuit and assert the claim(s)
11 herein as it has sufficient rights, title, and interest to such copyrights (as Plaintiff
12 was conveyed certain exclusive rights to reproduce and distribute the Work by the
13 above-named customer).
14

15 25. As a result of Plaintiff and/or its above-named customer's
16 reproduction, distribution, and public display of the Work, Defendant had access
17 to the Work prior to its own reproduction, distribution, and public display of the
18 Work on Defendant's website, webpage, and/or social media.
19

20 26. Defendant reproduced, distributed, displayed, and/or publicly
21 displayed the Work without authorization from Plaintiff or its above-named
22 customer.
23

24 27. By its actions, Defendant infringed and violated Plaintiff's exclusive
25 rights in violation of the Copyright Act, 17 U.S.C. § 501. Defendant's

1 infringement was either direct, vicarious, and/or contributory.

2 28. Defendant's infringement was willful as it acted with actual
3 knowledge or reckless disregard for whether its conduct infringed upon copyright.
4 Notably, Defendant itself utilizes a copyright disclaimer on its website ("© 2025"),
5 indicating that Defendant understands the importance of copyright
6 protection/intellectual property rights. Defendant clearly understands that
7 professional photography such as the Work is generally paid for and cannot simply
8 be copied from the internet.
9

10 29. Plaintiff has been damaged as a direct and proximate result of
11 Defendant's infringement.
12

13 30. Plaintiff is entitled to recover its actual damages resulting from
14 Defendant's unauthorized use of the Work and, at Plaintiff's election (pursuant to
15 17 U.S.C. § 504(b)), Plaintiff is entitled to recover damages based on a
16 disgorgement of Defendant's profits from infringement of the Work, which
17 amounts shall be proven at trial.
18

19 31. Alternatively, and at Plaintiff's election, Plaintiff is entitled to
20 statutory damages pursuant to 17 U.S.C. § 504(c), in such amount as deemed
21 proper by the Court.
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23 32. Pursuant to 17 U.S.C. § 505, Plaintiff is further entitled to recover its
24 costs and attorneys' fees as a result of Defendant's conduct.
25

1 33. Defendant's conduct has caused, and any continued infringing
2 conduct will continue to cause, irreparable injury to Plaintiff unless enjoined by
3 the Court. Plaintiff has no adequate remedy at law. Pursuant to 17 U.S.C. § 502,
4 Plaintiff is entitled to a permanent injunction prohibiting infringement of Plaintiff's
5 exclusive rights under copyright law.
6

7 **WHEREFORE**, Plaintiff demands judgment against Defendant as follows:
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- 9 a. A declaration that Defendant has infringed the copyrights in the Work;
10 b. A declaration that such infringement is willful;
11 c. An award of actual damages and disgorgement of profits as the Court deems
12 proper or, at Plaintiff's election, an award of statutory damages for each
13 photograph comprising the Work;
14 d. Awarding Plaintiff its costs and reasonable attorneys' fees pursuant to 17
15 U.S.C. § 505;
16 e. Awarding Plaintiff interest, including prejudgment interest, on the foregoing
17 amounts;
18 f. Permanently enjoining Defendant, its employees, agents, officers, directors,
19 attorneys, successors, affiliates, subsidiaries and assigns, and all those in
20 active concert and participation with Defendant, from directly or indirectly
21 infringing Plaintiff's copyrights or continuing to display, transfer, advertise,
22 reproduce, or otherwise market any works derived or copied from the Work
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1 or to participate or assist in any such activity; and

2 g. For such other relief as the Court deems just and proper.

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5 DATED: July 24, 2025

COPYCAT LEGAL PLLC

6 By: /s/ Lauren Hausman

7 Lauren Hausman
8 Attorney for Plaintiff
9 Rockefeller Photos, LLC
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